

EXHIBIT A

EXHIBIT A



**MEMORANDUM OF UNDERSTANDING HIGH SCHOOL SERVICOS EDUCACIONAIS LTDA
& LICENSE AGREEMENT**

MOU & LICENSE AGREEMENT

BETWEEN

The Curators of the University of Missouri on behalf of
Mizzou K-12 Online, College of Education, U.S.A.



AND

High School Serviços Educacionais Ltda



This Memorandum of Understanding and License Agreement is entered into as of MAY 04, 2015 by and between The Curators of the University of Missouri, a Missouri public corporation, on behalf of the College of Education's Mizzou K-12 Online within the United States of America, and High School Serviços Educacionais Ltda, an education service provider within the Federative Republic of Brazil.

RECOGNIZING the mutual interest to provide students with kindergarten through twelfth grade (K-12) courses as well as a U.S. high school diploma from an accredited institution; and also

RECOGNIZING the importance of one of the Association of American Universities goals in promoting International Education Programs;

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

Article I: Executive Summary

Mizzou K-12 Online in the University of Missouri's College of Education ("MK12") agrees to collaborate in a relationship with High School Serviços Educacionais Ltda ("HSE") in the Program as defined herein, to leverage the MK12 course content, teacher expertise, and administration of exams with HSE's partner schools' face-to-face support to address educational needs in Brazil and other areas of South America.

Article II: Objectives

The unique collaborative program ("Program") by MK12 and HSE includes the following objectives:


- II.1 **Mizzou K-12 Online.** MK12 is an educational online school with curriculum aligned with U.S.A. and Missouri State educational standards, and accredited by Advanced and NCA CASI; with select courses approved by the NCAA and the College Board (Advanced Placement).
- II.2 **High School Serviços Educacionais Ltda.** HSE is an education service provider located in Vitória, ES, Brazil, specialized in managing dual-diploma programs, mostly in Brazil (3,100+ students from 58 HSE partner schools in 43 cities as of April 2015), on which students are simultaneously taking national and American curricula using blended education. English speaking staff and instructors in HSE's partner schools will provide local assistance to students using MK12 curriculum.
- II.3 **Students.** The Program provides students with an opportunity to take K-12 courses and to earn an accredited U.S. High School Diploma.
- II.4 **Matriculation Pathway to MU.** MK12 offers a pathway for students who successfully graduate from its high school – and also meet all criteria for the Mizzou Direct option – to matriculate as an undergraduate freshman into the University of Missouri ("MU") and other approved institutions.

Handwritten initials: RL

Article III: The Agreement

- III.1 **In-Country Logistics.** HSE will handle all logistic issues related to introduction and promotion of the Program in Brazil during the period of this agreement. During the term of this agreement, including any renewals, neither party will compete with each other in Brazil by providing educational services to another party without the other party's written consent.
- III.2 **HSE Responsibilities.**
1. **Recruit new partners schools.** HSE will publicize, advertise and use best efforts, skill, and knowledge to solicit orders for and promote enrollment of new partner schools and students to the Program.
 2. **Support HSE Partner Schools.** HSE will manage and support HSE partner schools, and coordinate institutional, operational, and pedagogical relations between the HSE partner schools and MK12.
 3. **Support MK12.** HSE will collaborate with MK12 in the management of the Program. HSE will be responsible for making all payments to MK12 regarding the above.
- III.3 **MK12 Responsibilities**
1. **Provide online curriculum.** MK12 will provide online courses, instructional support including academic and exam feedback, assessment processes, and accredited diplomas for the students who meet graduation requirements. All examinations will be graded exclusively by MK12 certified teachers and its questions are not to be released to anyone outside MK12.
 2. **Support matriculation to MU.** MK12 will provide guidance to Mizzou Direct students as they matriculate into the University of Missouri as undergraduates.
 3. **Support HSE.** MK12 will collaborate with HSE in the management of the Program.
- III.4 **Shared Responsibilities.** MK12 and HSE will cooperate to: provide professional development and training opportunities for the Coordinators and Teachers in Brazil; promote collaboration between Brazilian partner schools and the University of Missouri; and foster recruiting initiatives for the University of Missouri (e.g., summer camps, presentations, visits, marketing materials, etc.).
- III.5 **Facilities & IT Equipment.** HSE will, together with HSE partner schools, ensure students are provided the necessary infrastructure to successfully meet the needs of the Program.

Article IV: License for the Use of Indicia of the University of Missouri

- IV.1 The University of Missouri hereby grants HSE a Limited Revocable License to use the University's TRADEMARKS only for use on materials to promote the University of Missouri and HSE's collaboration in education with MK12 and the College of Education.
- IV.2 Upon completion of the project, HSE shall immediately cease use of the University's TRADEMARKS. If HSE desires to use the University's marks on any additional items or advertising bearing the marks of the University or wishes to extend this agreement, they must obtain a new license from the Licensing Office of the University.
- IV.3 Nothing herein shall give HSE any right, title, or interest in any Indicia of the Universities except the limited interest specifically stated in this Agreement, and all benefit of any use of the Indicia shall inure to the benefit of University.
- IV.4 HSE agrees to indemnify and hold harmless the University, and officers, employees, servants, or agents thereof, from any and all liability arising from the use of the TRADEMARKS pursuant to this agreement.
- 

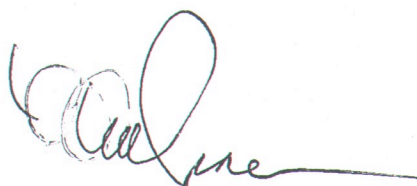
Article V: Term & Termination

- V.1 **Modifications.** This agreement may be modified by mutual written consent.
- V.2 **Term.** The agreement will be in effect from July 1, 2015 to June 30, 2020, with automatic annual renewals.
- V.3. **Termination.** This agreement may be terminated by either party with one year written notice to the other party, with such notice to be given by June 30th and the termination of the agreement will occur one year later.
1. Upon termination of the agreement,
 - a. existing students will be permitted to continue with HSE and MK12 until their graduation, and
 - b. HSE will stop recruiting new schools for the Program by December 31st of the year of notification.
 - c. HSE will stop recruiting new students for the Program after the termination of the agreement.
 2. Upon termination of agreement between HSE and HSE's partner school,
 - a. existing students will be permitted to continue with HSE and MK12 until their graduation, and
 - b. HSE will stop recruiting new students to the partner school.
 3. If MK12 ceases to operate, HSE will be allowed to find alternative partnerships to complete the Program.
 4. If HSE ceases to operate, MK12 agrees to offer existing HSE partner schools the opportunity to work directly with MK12 to complete Program.

The undersigned agree to this MOU on behalf of their respective parties:

For The Curators of the University of Missouri on behalf
of Mizzou K-12 Online

By



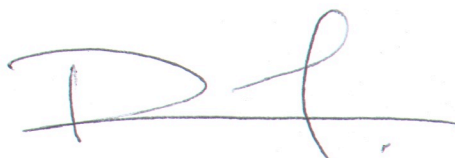
Name:

Lisa J. Wimmnauer
Assoc. Director, Business Svcs

Title:

For High School Serviços Educacionais Ltda

By



Name:

ROGERIO DA CUNHA ABAURRE FILHO
NATIONAL COORDINATOR

Title:

